

AMENITY BUILDING USE AND RENTAL AGREEMENT

Strata Plan LMS 3766 – Citadel Pointe, 678 Citadel Dr., Port Coquitlam B.C.

Owner’s Name _____ Telephone _____

Address _____

Email address _____

Date rental required _____ Hours: from _____

Number of guests _____ to _____

Purpose of Rental _____

USE CHARGE \$ 50.00 per day

DAMAGE DEPOSIT 100.00

TOTAL DEPOSIT \$150.00

Total deposit received _____ Date Received _____

Received by: _____, Printed Name: _____

NOTE: Arrangements must be made with the Strata Council seven (7) days in advance of rental. This is a non-smoking building.

PART A:

CONDITIONS OF RENTAL

Strata Plan LMS 3766 Amenity Building Bylaw #12

(1) The amenity building is for the use of Owners and their use shall be governed by the provisions in the bylaws relating to, but not limited to, the use of common property, security and safety, cleanliness, disturbance of others, and by any other rules as prescribed by the council from time to time.

(2) An Owner with overdue strata fees or other expenses owing to the strata corporation shall not be entitled to the use and enjoyment of the amenity building.

(3) An “exclusive-use” reservation must be made by an Owner at least seven (7) days in advance with the property manager or assigned amenity building scheduling person(s) to coordinate the amenity building and common property pre- and post- inspections, pick up and return of amenity building keys, and the like.

(4) Owners are permitted no more than one booking per month.

(5) A deposit of one hundred and fifty dollars (\$150.00), or more as amended periodically by council, shall be deposited and collected from an Owner at time of reservation to protect and offset the costs to the strata corporation that may be incurred for damage or cleaning to the amenity building and common property, of which one hundred dollars (\$100.00) will be refunded and the balance will offset costs to clean, shampoo carpets and upgrade supplies as required. Amenity Building

(6) Where the amenity building or surrounding common property is not cleaned by the Owner by noon of the following day, or the key is not returned by the appointed return time, or the strata corporation incurs damage or cleaning costs as a result of amenity building usage, the full deposit shall immediately become non-refundable.

(7) Any additional costs requiring repairing any damage or cleaning the amenity building or surrounding common property over and above said one hundred dollars (\$100.00) deposit shall be levied against the Owner.

(8) The Owner must be in attendance for the duration of the amenity building usage to ensure that equipment is protected, and that all bylaws are being enforced.

(9) It shall be noted for clarity that the Owner, their visitors, and guests, while using the amenity building shall:

a) Not make undue noise or do anything that is a nuisance or interferes unreasonably with the comfort of any other Owner at any time.

b) Not parking vehicles in a manner which shall cause difficulty for other Owners to access their homes; all vehicles must be parked along Citadel Drive;

c) Not smoke in the amenity building;

d) Keep all entry and exit doors closed at all times to the amenity building;

e) Not litter or damage the amenity building, flowerbeds, or any other common areas;

f) Not permit any pet or animal in the amenity building;

g) Not sublet the use of the room to others for any purpose, including but not limited to, commercial purposes.

(10) While the amenity building is in use, upon verbal or written complaint by another Owner to the property manager or a council member of any bylaw violation, and said violation is personally confirmed by the property manager or council member, the property manager or council member may, at his discretion, verbally provide an opportunity to the person(s) responsible for the bylaw violation to correct same, or immediately terminate the exclusive-use reservation.

(11) Decorations may be used provided that all areas of the common property are left without marks, holes, tape, and any other damage. Owners who make use of the amenity building are responsible to ensure that any tape used to attach decorations is designed to be non-marking and low tack/ removable. No nails or tacks are permitted.

PART B:

RELEASE OF LIABILITY WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY BEFORE SIGNING:

TO:

The Owners Strata Plan LMS 3766, Vancouver Condominium Services Ltd., their employees, agents, executors, administrators, representatives, trustees, successors and assigns [hereinafter collectively referred to as the “RELEASEES”].

ASSUMPTION OF RISKS: I am aware that the use of the amenity building at Strata Plan LMS 3766 (the “Amenity Building”) may involve risks, dangers and hazards including, but not limited to damages, injury or death as a result of the improper use and consumption of alcohol and illegal or illicit drugs and physical altercations with other guests, invitees or trespassers;

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE AMENITY BUILDING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the RELEASEES allowing me to rent/use the AMENITY BUILDING I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES, and TO RELEASE the RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from my rental or use of the AMENITY BUILDING DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AT LAW OR IN EQUITY, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE USE OF THE AMENITY BUILDING;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all costs of rescue services or medical attention rendered to me, or liability for any damage to property of, or personal injury to, any third party, resulting from the rental or use of the AMENITY BUILDING;

3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction and any dispute involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by THE RELEASEES with the respect to the use of the AMENITY BUILDING other than what is set forth in the Agreement.

I HAVE READ AND I UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIR, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this ____ day of _____, 20__.

Signature of Witness

Renter # 1's Signature

Print Name of Witness

Print Name of Renter # 1

Signature of Witness

Renter # 2's Signature

Print Name of Witness

Print Name of Renter # 2

CHECK LIST

(Tick off if okay, otherwise write up the deficiency.)

EXTERIOR

- Sidewalk
- Guest Parking Left
- Guest Parking Right
- Plant Beds
- Upper Deck Floor
- Upper Deck Glass Panels
- Lower Deck

Deficiencies: _____

KITCHEN

- Stove
- Refrigerator
- Microwave
- Sink
- Cupboards
- Walls
- Floor
- Light Fixture

Deficiencies: _____

BATHROOM - Upstairs

- Toilet
- Sink
- Taps
- Light Fixture
- Walls
- Floor

Deficiencies: _____

MAIN ROOM - Upstairs

- Couch
- Loveseat
- Side Tables
- Lamps
- Fireplace
- Window Blinds
- Patio Door
- Vertical Blinds
- Walls
- Carpet
- Doors

Deficiencies: _____

STORAGE ROOM - Upstairs

- Walls
- Floor
- Door
- Light Fixture
- Tables
- Chairs

Deficiencies: _____

BATHROOM - Downstairs

- Toilet
- Sink
- Taps
- Light Fixture
- Walls
- Floor

Deficiencies: _____

MAIN ROOM - Downstairs

- Window Horizontal Blinds
- Patio Door Vertical Blinds
- Walls
- Carpet
- Door

Deficiencies: _____

By signing hereunder, the Owner/renter has acknowledged that he/she agrees to the conditions identified at start of rental period and at end of rental period.

Start of Rental: Signature of Owner _____ Date _____

End of Rental: Signature of Owner _____ Date _____